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## SCOPE OF WORK

EXHIBIT ITECHNICAL DRILLING SPECIFICATION,  
Saad Waste Oil SITE Nashville, TN

## Part A

A.1 Purpose, Scope and Contractor's Duty

The information regarding surface and subsurface site conditions presented here is intended to assist the Contractor. However, EI does not guarantee its accuracy, nor that it is necessarily indicative of conditions to be encountered. Therefore, the Contractor will satisfy itself regarding all local conditions affecting its work. Neither the information contained in this document nor that derived from maps or plans provided herein or from EI or from any other source shall act to relieve the Contractor from any responsibility or liability hereunder or from fulfilling any and all of the terms and requirements of this contract.

The exploratory holes to be drilled and wells to be installed under these specifications are for the purpose of obtaining geologic and hydrogeologic data to aid in the study of PCB/laden Waste Oil and Volatile organic compound contamination at the Saad Waste Oil Site.

It is the intention and scope of these specifications to provide for the drilling of 20-30 test borings, and the installation of monitoring wells in 3 borings. Other work to be done by the drilling contractor shall include, but shall not be limited to the following:

- 0 Collecting and storing of drill cuttings (containerized, if required).
- 0 Recording a log of materials and conditions encountered.
- 0 Performing all personnel and equipment decontamination as described herein (Health and Safety Section).
- 0 Installing each well to be master-keyed, with painted protective locking lids and casings and protective posts.
- 0 Steam cleaning of all drill tools and rig prior to entering the site and steam cleaning back of rig and drill tools as directed by the Enviresponse, Inc. Representative.

A.2 Location and Access

All of the selected drilling sites appear to be accessible; however, some minor site modifications may be needed to reach a

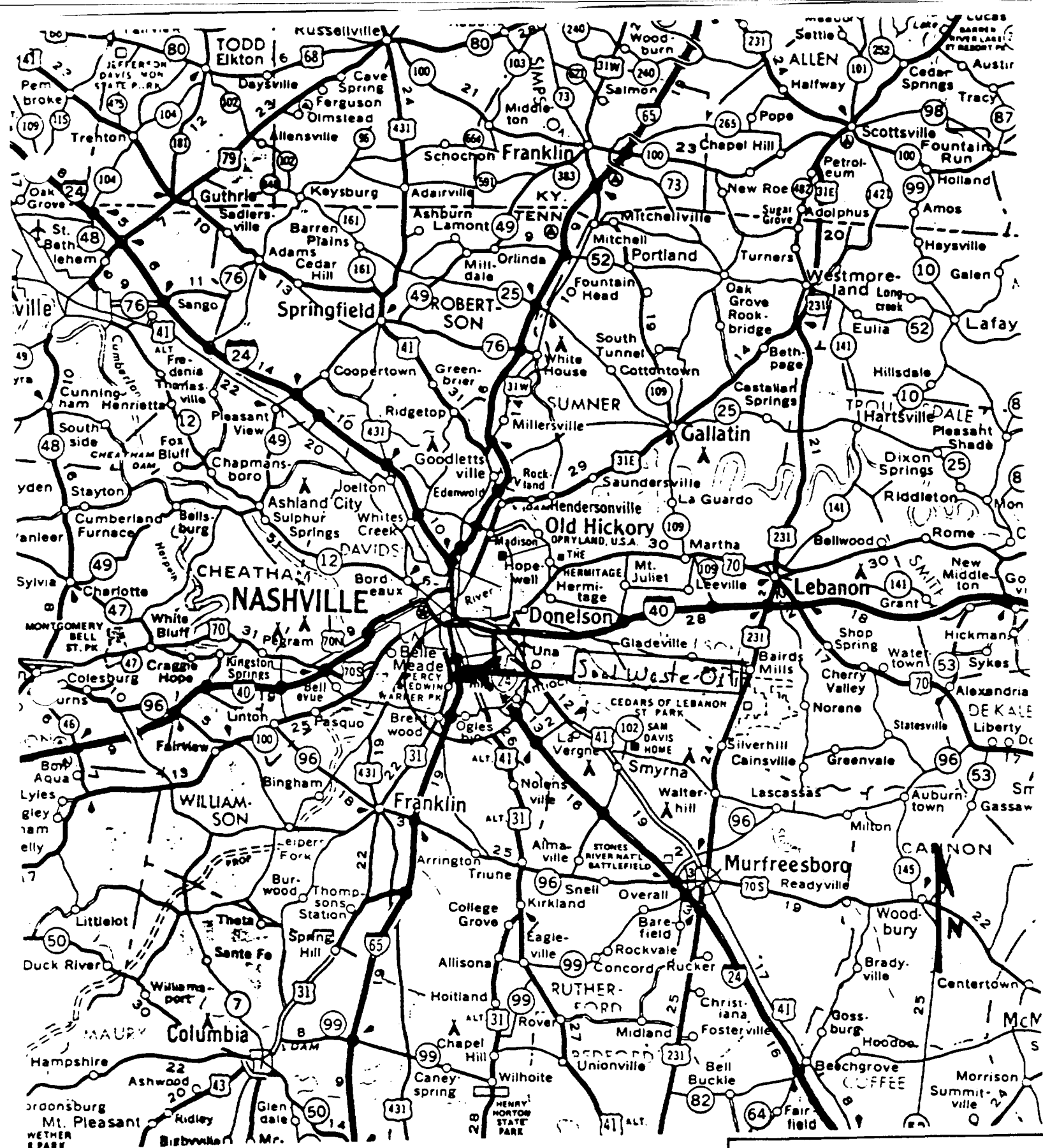


Figure 1A  
Saad Waste Oil  
Nashville, TN



Figure 1B  
Seed Waste Oil  
Nashville TN

Figure 1B  
Seed Waste Oil  
Nashville TN

few sites. Each site appears to have adequate space for maneuvering and setting up equipment. Some minor work may be required by the Contractor to level and position the drill rig. The exact location to be drilled will be staked by EI. The general site location is shown in Figure 1.

A.3 Drilling Permits, Licenses, Permission to Drill and Local Experience

The EPA, with assistance from the Tennessee Department of Conservation, is responsible for obtaining access to work areas. Access to the work areas will be obtained prior to initiation of site activities. A verification of the Saad Waste Oil Site property boundary will be made by EI to identify all additional property owners within the projected work area. EI or the Offeror will not go onsite, commence sampling, or conduct other site activities without formal written authorization or permits from the EPA and other appropriate agencies. Successful adherence to the project schedule will depend upon the time required to obtain site access from affected property owners, as well as the time required to obtain permits for drilling and other site activities. All drillers and any subcontractors performing drilling activities must obtain required state and/or local licenses to perform such work. The drilling subcontractor must have has prior local experience in drilling through materials similar to those at The Saad Waste Oil Site as evidenced by completion of three work history projects (Forms attached).

A.4 Local Conditions and Geology

The project area is a relatively flat industrialized development. Approximately twelve feet of backfill and/or clayey soils with a potential for encountering cobbles or boulder-sized materials. The unconsolidated zone is underlain by the Bigby-Cannon Limestone (approximately 30 feet), then the Hermitage limestone formation. Borings and monitoring wells will be in the unconsolidated zone and possibly in the upper weathered rock.

A.5 Equipment and Personnel to be Furnished by Offeror

The Contractor shall provide 1 rig and the necessary equipment to complete the installation of the proposed monitoring wells. All borings will be advanced dry or with air/water as the drilling fluid. Should these methods prove inadequate, alternate drilling methods will be considered with approval based on the EI representatives discretion. Additional equipment is required for the following operations:

- o Split barrel samples w/jars (ASTM standard)
- o Continuous sampler for auger drilling (including sample jars)

The Contractor will provide any other such equipment necessary to complete this contract.

**WORK HISTORY FORM**

Customer Name: \_\_\_\_\_

Contract/Subcontract/Purchase Order Number: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Place of Performance: \_\_\_\_\_

Maximum Personnel Assigned (headcount): \_\_\_\_\_

Title of Contract Reports: \_\_\_\_\_

Purpose and Results of Contract: \_\_\_\_\_

(Use as much space as desired)

Description of Contract Services: \_\_\_\_\_

(Use as much space as desired)

**Cost and Price Information:**

Total Estimate Cost and Fee: \_\_\_\_\_

Total Completed Cost and Fee: \_\_\_\_\_

**Did Contract Include:**

Quality Assurance \_\_\_\_\_ (yes or no)

Health and Safety Requirements \_\_\_\_\_ (yes or no)

Community Relations Assistance \_\_\_\_\_ (yes or no)

Appearance at Formal Hearings \_\_\_\_\_ (yes or no)

Coordination with local \_\_\_\_\_, county \_\_\_\_\_, city \_\_\_\_\_,  
state \_\_\_\_\_, and/or federal \_\_\_\_\_ agenciesReferences: (Provide full name and current telephone number of Customer's  
Technical Manager and contracting/purchasing official.)Note: Indicate contract work performed by Prime submitting proposal, and by  
proposed Subcontractors if Lower-Tier Subcontractors will be used.

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## WORK HISTORY FORM

Customer Name: \_\_\_\_\_

Contract/Subcontract/Purchase Order Number: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Place of Performance: \_\_\_\_\_

Maximum Personnel Assigned (headcount): \_\_\_\_\_

Title of Contract Report: \_\_\_\_\_

Purpose and Results of Contract: \_\_\_\_\_

(Use as much space as desired)

Description of Contract Services: \_\_\_\_\_

(Use as much space as desired)

### Cost and Price Information:

Total Estimate Cost and Fee: \_\_\_\_\_

Total Completed Cost and Fee: \_\_\_\_\_

### Did Contract Include:

Quality Assurance \_\_\_\_\_ (yes or no)

Health and Safety Requirements \_\_\_\_\_ (yes or no)

Community Relations Assistance \_\_\_\_\_ (yes or no)

Appearance at Formal Hearings \_\_\_\_\_ (yes or no)

Coordination with local \_\_\_\_\_, county \_\_\_\_\_, city \_\_\_\_\_,  
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**WORK HISTORY FORM**

Customer Name: \_\_\_\_\_

Contract/Subcontract/Purchase Order Number: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Place of Performance: \_\_\_\_\_

Maximum Personnel Assigned (headcount): \_\_\_\_\_

Title of Contract Report: \_\_\_\_\_

Purpose and Results of Contract: \_\_\_\_\_

(Use as much space as desired)

Description of Contract Services: \_\_\_\_\_

(Use as much space as desired)

**Cost and Price Information:**

Total Estimate Cost and Fee: \_\_\_\_\_

Total Completed Cost and Fee: \_\_\_\_\_

**Did Contract Include:**

Quality Assurance \_\_\_\_\_ (yes or no)

Health and Safety Requirements \_\_\_\_\_ (yes or no)

Community Relations Assistance \_\_\_\_\_ (yes or no)

Appearance at Formal Hearings \_\_\_\_\_ (yes or no)

Coordination with local \_\_\_\_\_, county \_\_\_\_\_, city \_\_\_\_\_,  
state \_\_\_\_\_, and/or federal \_\_\_\_\_ agenciesReferences: (Provide full name and current telephone number of Customer's  
Technical Manager and contracting/purchasing official.)Note: Indicate contract work performed by Prime submitting proposal, and by  
proposed Subcontractors if Lower-Tier Subcontractors will be used.

All water provided by the Contractor used for drilling purposes must be potable and the water source must be approved by EI. No surface water or contaminated water will be used in the drilling process.

EI reserves the right to reject any and all bids for failure to provide satisfactory equipment. The Contractor shall maintain the equipment in good operating condition for the duration of the contract. On the basis that the work completed to date is considered unsatisfactory by EI, the Contractor shall be notified in writing that the equipment must be replaced. The Contractor shall then cease work and within 10 days replace the unsatisfactory equipment with equipment that is satisfactory to EI.

The Contractor must be prepared to provide a backhoe and/or a bulldozer within 24 hours, if required by EI during execution of this contract.

A.6 Equipment to be Furnished by EI

When needed, Level C respiratory equipment will be provided by the contractor. Radio communications shall be provided by EI. Refer to Health and Safety Section (Part B of Exhibit I) for details. Levels C & D are the anticipated levels of protection for this project.

A.7 Work to be Done

This project consists of drilling and continuous sampling 20 to 30 (approx. 15 feet each) auger borings at the Saad Waste Oil Site and on adjacent properties. Borings will be advanced with a minimum 3 1/4 inch I.D. hollow stem auger equipped with a continuous sampling system. Three of the borings will be redrilled with a 6 1/4 inch I.D. hollow stem auger and a 4 inch screened PVC well will be installed. If contaminated soils are encountered at the soil/rock interface, the boring will be advanced into rock (limestone, 6 inch I.D.) at least 10 to 15 feet. Acceptable rock drilling fluids will be air or water.

A.8 Drilling Procedures:

Refer to Attachment 1A of this exhibit.

A.9 Well Development

Monitoring wells will be developed to remove clay, silt, and other fines from the well to permit groundwater to flow easily into the well.

The water should not be turbid or contain suspended matter, which can interfere with chemical analysis. The development process will be accomplished by using a bailer, compressed air (air lift), or surging.



In the event that well development, using the methods described above, does not provide suitable results, EI may require that the well screen be cleaned by high velocity water jetting and may request a submersible pump to further aid in well development.

#### A.10 Drillers Log

The Contractor shall so conduct his work as to accurately determine the nature of each stratum encountered. The following data shall be recorded on the drillers log and a copy of this log will be submitted to the EI Field Representative at the completion of each boring.

- 0 Well or boring number
- 0 The starting and completion dates of each borehole
- 0 Driller and helpers names
- 0 Type of drill rig used
- 0 Diameter and type of casing or auger used
- 0 Depth to top and bottom of each stratum encountered
- 0 Groundwater depths
- 0 The number of hammer blows required for each 6 inches of penetration by the same barrel
- 0 The depth at which sampler refusal occurred
- 0 The drop and weight of the sampling hammer
- 0 Final depth of the borehole
- 0 It will be noted on the drillers log if respiratory protective equipment was required for the boring or monitoring well, and if so, what type(s) of protection was required. If any accidents or injuries occurred during the drilling of the borehole or the installation of a monitoring well, the date, time, nature of accident or injury and personnel involved will also be so noted on the drillers log.

#### A.11 Daily Records

Legible daily drilling reports shall be completed by the drilling contractor and given to the EI representative at the end of each day of drilling. These reports must be signed by the subcontractor's representative. The daily record shall include a detailed breakdown of time, footages, and material expenditures. The subcontractor's representative must also examine and sign the EI daily record form prepared by the EI representative.

A.12 Standby Time

During the progress of operations under these specifications, it may be necessary for EI to perform work of an experimental nature that will require the services of the Contractor's crew and equipment, or work that may require such crew and equipment to stand idle during normal working hours. In such event EI shall order the Contractor to furnish such assistance, or cease operations, and will state the anticipated extend to duration thereof.

The Contractor shall promptly furnish such assistance, or cease operations, upon receiving these orders. The Contractor shall maintain a record of such idle periods and shall be reimbursed, therefore, at a specified rate. Periodic water level measurement or air monitoring at the drill site will not be considered standby time.

A.13 Site Preservation Restoration

The drilling site(s) chosen are reasonably accessible and will have ample maneuvering space for the Contractor's trucks and equipment. Structures, grounds, and natural environment around the site(s) must be protected, and, therefore, the Contractor shall be responsible for damage in connection with his drilling operations.

At the completion of drilling and testing, and before acceptance by EI, the site will be restored as nearly as possible to its previous condition. All equipment shall be removed, holes filled in, and debris removed. The work specified in this contract shall not be considered complete, nor will the final invoice for the work be approved, until the site restoration is completed to the satisfaction to EI.

A.14 Working Schedule

All drilling and other work for which there will be payment shall be done during the daylight hours of a 5-day work week (Monday through Friday) except as specified below. Unless specifically agreed to by EI, no drilling shall be done on official Government holidays or Saturdays and Sundays. The Contractor and EI, at the beginning of the work, shall mutually agree on a work schedule to be followed. If certain phases of work must be continued into the hours of darkness, sufficient lighting shall be provided by the Offeror so that work may be carried out in a safe and efficient manner. If the schedule of work hours is to be changed, EI and the Contractor shall mutually agree to such change 24 hours in advance of such change.

A.15 Abandoned Hole

A satisfactory test well that is acceptable under these specifications shall be completed as described in these specifications. If the Contractor fails to complete the monitoring well as specified, or if the well is not suitable for use as a observation well, it will not be considered satisfactory and will be abandoned. An abandoned well is of no value to EI. Therefore, no payment whatever will be made by EI for any part of the drilling, casing, screening, or pump testing of the abandoned well.

The Contractor, at his own expense, shall fill all abandoned test holes in accordance with local regulations and no payment shall be made for this backfilling.

The Contractor shall then move to another EI designated location and drill a second hole in accordance with these specifications. The Contractor may, at his own expense, salvage any casing installed in the abandoned hole. Undamaged salvaged new casing from the abandoned well may be reused and may be paid for as new casing if acceptable to EI.

A.16 Representative of the Offeror

The Contractor shall have an experienced foreman or driller, with full authority to act on behalf of the Contractor in directing all field operations, constantly in charge of the work at the drill site(s) when the work is underway.

A.17 Alignment

Each 4-inch diameter well shall be tested for alignment by passing a minimum of 3.5-inch O.D. by 36-inch long bailer through the entire depth of the well. A well not accepting the bailer for the full depth of the well shall be rejected. If it is subsequently determined that accurate measurements of natural water level fluctuations cannot be taken with steel, electric type, or other level recorders because the well is clogged or otherwise faulty, no payment will be made for any work associated with the well.

A.18 Health and Safety

The Contractor will assure that he and his employees comply with applicable safety and health requirements established by the Occupational Safety and Health Administration, the Environmental Protection Agency, other federal state and local agencies, and the Enviresponse safety and health plan for this site (Part B of Exhibit I). He/she will also comply with the paragraphs below. The Contractor must understand Health and Safety requirements as they directly affect many of the bid items contained on the Price Quotation Form (Attachment IB to Exhibit I).

All workers who enter contaminated sites will wear the safety and health equipment listed in the Enviresponse Safety & Health Plan for this site. Workers in the decontamination zone will wear the equipment specified for that zone. With the exception of fully encapsulating suits, self contained breathing apparatus, and two - way radios, (provided by EI), Contractor will provide protective equipment that is the equal of, or better than, that used by Enviresponse.

All of the workers discussed above shall have completed a baseline medical examination before they work on the site. The exam will demonstrate 1) the worker's ability to perform the work required in the protective equipment specified, and 2) the absence of conditions that make the worker especially susceptible to toxic effects. The contents of the exam will be determined by the Contractor's medical consultant (A board - certified occupational health physician is preferred) based on the hazards present on the site. Documentation of the worker's fitness is required PRIOR to the start of work. Workers will be re-examined when 1) the subcontract is finished, 2) the worker is exposed to a significant release, or 3) the worker becomes ill.

Enviresponse will provide a site safety manager. This manager will 1) provide whatever training the Contractor employees require with the protective equipment used, 2) monitor air contaminant levels to assure that the protection used is adequate, and 3) observe contractor safety performance.

Consistent with the EPA Standard Operating Safety Guides, the following policies will be required for all site work:

- ° Eating, drinking, chewing gum or tobacco, taking medication, and smoking are prohibited in the working or decontamination zones.
- ° Whenever anything, including a person, travels from a contaminated area to a clean one, surface contamination will be effectively removed by washing, rinsing, steaming, or other effective method. Sampling and drilling equipment will be decontaminated between sampling locations. Decontamination procedures will be established by the Enviresponse site safety manager.
- ° Upon leaving the working zone, hands and face must be thoroughly washed. Any protective outer clothing is to be removed and left at a designated area prior to entering a clean area.
- ° No facial hair which interferes with a satisfactory fit of the mask-to-face seal is allowed on personnel who may be required to wear respiratory protective equipment.

- Respiratory protective equipment cannot be used by individuals who wear standard eyeglasses or contact lenses in the performance of their daily work routines. Special eyeglasses that can be worn with the respiratory equipment are available and must be purchased by the Subcontractor at his/her expense.
- Air - purifying respirators used on site will be of the full facepiece type with nose cups and defogged lenses.
- All site personnel must be aware of the EI site health and safety plan prior to working on the site.
- Any accidents or injuries occurring during the duration of this contract involving any Contractor's employees employed for work on this project shall immediately be reported to the site safety manager. EI may require injured persons to be examined by medical personnel. All injured personnel must submit a return to work approval signed by a physician.
- No flames or open fires will be permitted on the site.

Part B

17 7 0014

EERU  
RESPONSE SAFETY CHECKLIST

1. Site name Sood Waste oil Job # 370 69190449
2. Location Nashville TN Landmark \_\_\_\_\_
3. Type of response ( ) Spill ( ) Airborne discharge (X) Waste site  
(X) Other Groundwater Contamination  
( ) Urban ( ) Rural ( ) Residential  
(X) Industrial ( ) Public road/Rail  
( ) Other \_\_\_\_\_

## 4. Responders presently on site

Name _____	Phone _____	Agency _____
Name _____	Phone _____	Agency _____
Name _____	Phone _____	Agency _____

Other agencies contacted:

Name _____	Phone _____	Agency _____
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5. Present assessment of situation ( ) Severe ( ) Moderate ( ) Slight

## 6. EERU employees responding:

Name <u>Paul Kormezinski</u>	SSN <u>208-44-5901</u>
Name _____	SSN _____
Name _____	SSN _____

ERT Task Monitor Price Phone ( 9068-6714 )

7. Estimated response dates: From \_\_\_\_\_ To \_\_\_\_\_

Incident safety plan: ( ) Region ( ) ERT ( ) Contractor ( ) Other

## 8. Air monitoring data:

A) Initial survey organic vapors 5 ppm (breathing zone)  
Instrument: (X) HNu ( ) UVA ( ) Photovac

## B) Air monitoring data:

	Chemicals	Conc	Location	Sample data
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Source of Data: \_\_\_\_\_

## 9. Water Sampling Data:

	Chemicals	Conc	Location	Sample data
1.				
2.	Table A			
3.				

Source of Data: \_\_\_\_\_

## 10. Material characteristics:

	Material	Container	Quantity	Matrix	Hazard
1.	GWT Based Waste				
2.					
3.					

Corrosive R = Reactive F = Flammable T = Toxic SS = Shock Sensitive  
 Biological agent O = Other \_\_\_\_\_

## 11. Site observations

Drums: ( ) Y ( ☒ ) N ( ) Open ( ) Closed Leaking ( ) Y ( ) N

Comments:

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

Tanks # \_\_\_\_\_ % Full \_\_\_\_\_ Contents \_\_\_\_\_

Comments: \_\_\_\_\_

12. Physical hazards ( ) Heat ( ) Cold ( ) Falling objects  
 ( ☒ ) Eye hazards ( ☒ ) Hearing ( ☒ ) Machinery ( ) Falling

TO BE COMPLETED LAST

17 7 0016

LEVEL OF PROTECTION

( ) A ( ) B ( ~~AT~~ C ) ( ) D

RESPIRATORY

Level C Respirator (Full Face)

BOOTS

GUC -

DERMAL

PVC Reim Soil (2 pieces)

GLOVES

Solvent

ADDITIONAL

EQUIPMENT

COMMENTS:



Phenol	1900.
2,4-Dimethylphenol	4900.
Naphthalene**	150.
4-Chloro-3-methylphenol**	160.
bis(2-ethyl hexyl)phthalate	180.
Aroclor 1242	130.
Aroclor 1260	74
Vinyl chloride	9800
Methylene chloride	5500
1,1-Dichloroethane	1700
trans-,2-dichloroethylene	52000
1,1,1-Trichloroethane	6300
Trichloroethylene	30000
Tetrachloroethylene	9600
Toluene	4600
Ethyl benzene	500
Aluminum	1000
Arsenic	8.4
Barium	54.
Beryllium	111
Boron	111
Cadmium	4.0
Chromium	52.
Copper	7
Iron	711
Lead	23.
Manganese	75.
Nickel	5.5
Selenium	111
Vanadium	111
Zinc	44.



## FACT SHEET

United States  
Environmental Protection  
Agency

April 198

## LEVELS OF PROTECTION

When response activities are conducted where atmospheric contamination is known or suspected to exist, personnel protective equipment must be worn. Personnel protective equipment is designed to prevent/reduce skin and eye contact as well as inhalation or ingestion of the chemical substance.

Personnel equipment to protect the body against contact with known or anticipated chemical hazards has been divided into four categories:

1. Level A protection should be worn when the highest level of respiratory, skin, eye, and mucous membrane protection is needed.

a. Personal Protective Equipment

- Positive-pressure (pressure demand), self contained breathing apparatus (MSHA/NIOSH approved).
- Fully-encapsulating chemical resistant suit.
- Gloves, inner, chemical resistant.
- Gloves, outer, chemical resistant.
- Boots, chemical resistant, steel toe and shank; (depending on suit boot construction, worn over or under suit boot).
- Underwear, cotton, long john type.\*
- Hard hat (under suit)\*.
- Coveralls (under suit)\*.
- Two-way radio communications (intrinsically safe).

\* Optional

2. Level B protection should be selected when the highest level of respiratory protection is needed, but a lesser level of skin and eye protection. Level B protection is the minimum level recommended on initial site entries until the hazards have been further identified and defined by monitoring, sampling, and other reliable methods of analysis, and personnel equipment corresponding with those findings utilized.

a. Personal Protective Equipment

- Positive-pressure (pressure demand), self contained breathing apparatus (MSHA/NIOSH approved).
- Chemical resistant clothing (coveralls and long sleeved jacket, coveralls, hooded two

piece chemical splash suit, disposable chemical resistant coveralls.)

- Coveralls (under splash suit)\*
- Gloves, outer, chemical resistant.
- Gloves, inner, chemical resistant.
- Boots, outer, chemical resistant, steel toe and shank.
- Boots, outer, chemical resistant\*.
- Two-way radio communications (intrinsically safe).
- Hard hat.\*

\* Optional

3. Level C protection should be selected when the type of airborne substance is known, concentration measured, criteria for using air-purifying respirators met, and skin and eye exposure is unlikely. Periodic monitoring of the air must be performed.

a. Personal Protective Equipment

- Full face, air-purifying respirator (MSHA/NIOSH approved).
- Chemical resistant clothing (one piece coveralls, hooded two piece chemical splash suit, chemical resistant hood and apron, disposable chemical resistant coveralls).
- Gloves, outer, chemical resistant.
- Gloves, inner, chemical resistant\*.
- Boots, steel toe and shank, chemical resistant.
- Boots, outer, chemical resistant\*.
- Cloth coveralls (inside chemical protective clothing)\*.
- Two-way radio communications (intrinsically safe).
- Hard hat\*.
- Escape mask.\*

\* Optional

4. Level D is primarily a work uniform. It should not be worn on any site where respiratory or skin hazards exist.

Refer to the Office of Emergency and Remedial Response, Environmental Response Division, Interim Standard Operating Safety Procedures for full details.

ATTACHMENT 1A  
TO EXHIBIT I

17 7 0019

Drilling Procedure: Soil Borings and Screened Wells  
Project: Saad Waste Oil

The drilling program will consist of 20 to 30 soil borings and 3 screened monitoring wells. Well screens will be approximately 10 feet long, however, field adjustments are probable.

The depths of screened wells should range from 15 to 25 feet. Screened zones will be determined on a well-by-well basis unless other arrangements have been made with the EI field representative.

A continuous sampler will be used to collect samples of the unconsolidated deposits. Water levels that are encountered during drilling will be noted, both at the time that they are first encountered and after they have stabilized. Collection of drill cuttings and Shelby Tube samples may also be required. If a clay zone is encountered, the EI representative may require collection of Shelby Tube sample.

The EI site geologist will describe and classify the samples in the field using the Unified Soil Classification System. Samples will be placed in labeled, moisture-tight jars, and stored for future reference by the contractor. Drill rods, bits, casing, augers, and samplers will be decontaminated between holes.

Drilling Operations

The preferred drilling method is dry or with water/air as a drilling fluid. Minimum boring diameters will be 4 inches<sup>(1)</sup> for the soil borings and 8 inches for those receiving monitoring wells.

Well Construction

Four inch diameter schedule 40 PVC pipe will be installed in screened wells. Flush-joint (OD and ID), threaded PVC pipe and plugs will be used. The specific length of the well screen will be determined by the EI site geologist, based on site-specific geology, exploration boring results, and seasonal groundwater fluctuations. Typical screened monitoring well construction details are presented in Figure 1A and estimated material quantities and boring depths are contained in Table 1. Screen slot size will be determined in the field by the EI representative based on materials encountered.

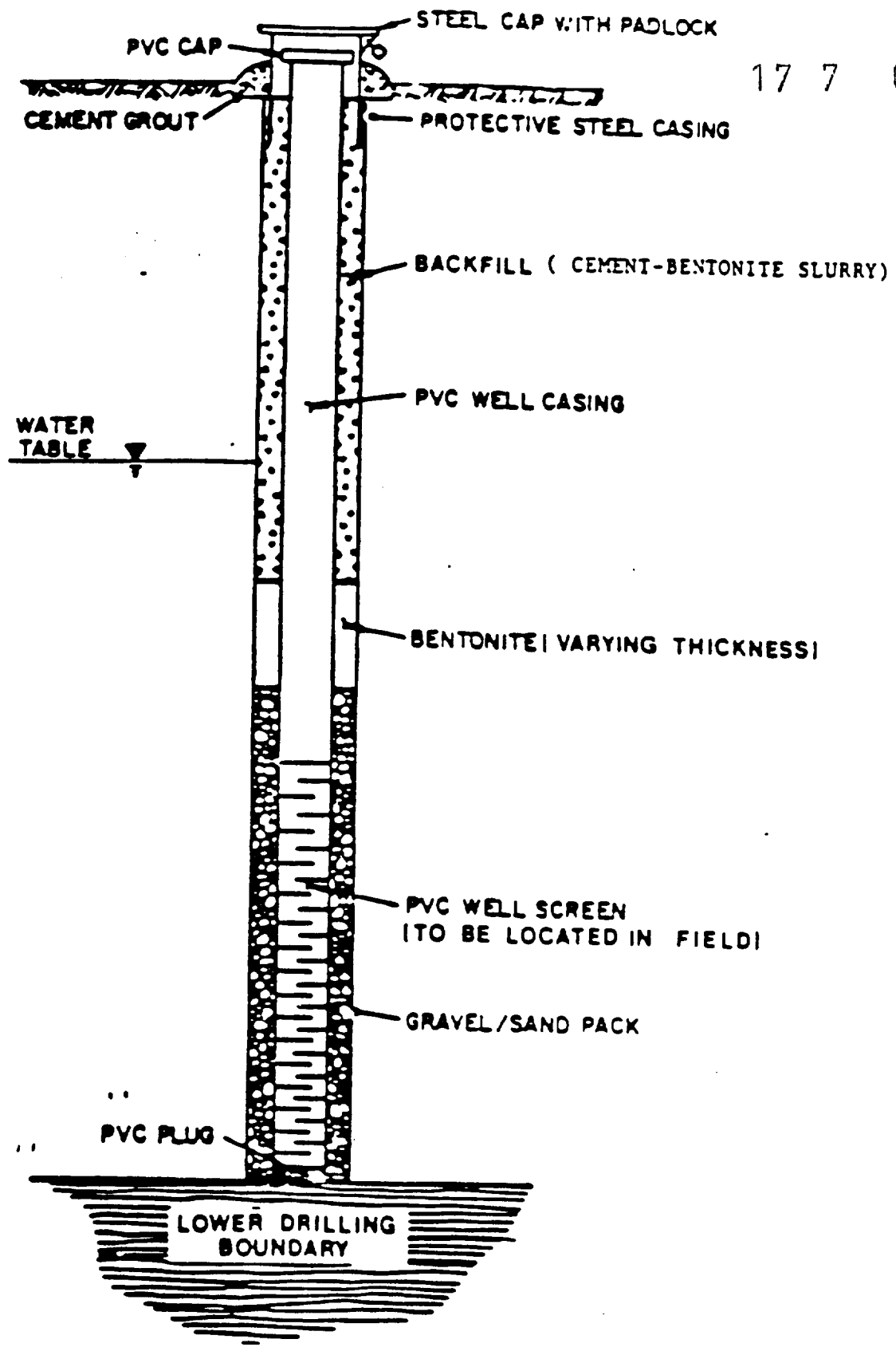
Each monitoring well will be installed as follows:

- 0 Clean, pre-washed sand will be placed around and up to 2-3 feet above the well screen. Filter pack grain size will be determined by formation materials encountered.

(1) A 4 inch boring (ex. by drive and wash) is only an acceptable alternative to augering with a continuous sampler after auger refusal.

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- 0 A layer of bentonite about 3 feet thick, will be placed above the sand-gravel pack; then the annulus of the borehole will be filled with cement and bentonite grout (probably 5.5 to 6 gal/bag cement; 2 percent (maximum) bentonite by weight) slurry to the surface by the tremie pipe or by dumping from the surface as determined by the EI representative method. Exact grouting mixtures will be determined by the EI representative who shall monitor and approve all aspects of borehole grouting.
- 0 Completed wells shall extend approximately 3 feet above ground surface.
- 0 Protective casing, consisting of 6 inch diameter steel pipe will be set in concrete to a minimum of two feet below the ground surface with a 3-foot stick up above the ground. The protective casing will have a locking steel cap and the locks will be master keyed.
- 0 All wells will have identification numbers stamped on the casing.
- 0 All well casing materials shall be thoroughly steam cleaned prior to installation.
- 0 All completed monitoring wells shall have a concrete apron constructed around the base of the well sloping towards the ground surface.



EXAMPLE:

SHALLOW MONITORING WELL CONSTRUCTION

FIGURE 1A

TABLE 1

## ESTIMATED MONITORING WELL CONSTRUCTION REQUIREMENTS

<u>Well No.</u>	<u>Estimated Depth (ft)</u>	<u>3 1/4" Hollow Stem Auger (Min. 4") Boring</u>	<u>Min. 8" Boring</u>	<u>4" PVC Casing</u>	<u>4" PVC Screen</u>
<u>Soil Borings</u>	<u>30@20'</u>	<u>600</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Well 1</u>	<u>50</u>	<u>          </u>	<u>50</u>	<u>30</u>	<u>20</u>
<u>Well 2</u>	<u>50</u>	<u>          </u>	<u>50</u>	<u>30</u>	<u>20</u>
<u>Well 3</u>	<u>50</u>	<u>          </u>	<u>50</u>	<u>30</u>	<u>20</u>
 <u>TOTALS</u>	 <u>750</u>	 <u>600</u>	 <u>150</u>	 <u>90</u>	 <u>60</u>

ATTACHMENT 1B  
TO EXHIBIT IPRICE QUOTATION FORM AND ITS DESCRIPTION

The quantities stated on the Price Quotation Form are best estimates of the requirements known at this time. EI does not guarantee that those items or quantities will be required. EI reserves the right to vary the quantities or delete items in their entirety. Payment for items included in the Work Assignment shall be as defined herein and in accordance with the Price Quotation Form. The contractor payments shall be determined by multiplying the applicable unit prices shown on the Price Quotation Form by the actual quantities of work, as defined in this solicitation. The contractor shall include on the Price Quotation Form all costs that the contractor believes are required for completion of the scope of work outlined.

The following information relates directly to the Price Quotation Form:

1.0 MOBILIZATION/DEMobilIZATION

The Contractor's Mobilization/Demobilization fixed (lump sum) price shall include all costs for:

- o Mobilization and Demobilization
- o Onsite Borehole Access (not including special equipment)
- o Site Preservation Restoration, and Cleanup
- o Permits and Licenses
- o Physical Condition of Personnel
- o Equipment Protection and Security
- o Pre-Work Meeting: Scope, Equipment Review/Health and Safety Training
- o Decontamination (labor, equipment)

1.1 Mobilization/Demobilization

The fixed price shall be considered full payment for conveying to the site all material, personnel, equipment, and tools required to perform the specific work and removing same from the site at the completion of the work.

1.2 Onsite Borehole Access

This includes the normal costs of moving equipment between drilling locations. Do not include costs for extra equipment that may be needed to prepare access routes and move drilling equipment if difficult terrain conditions are expected. List these latter costs in the "Additional Services" section of the Price Quotation.

1.3 Site Preservation, Restoration, and Cleanup

This item will include the cost for the prevention of damage to structures and site grounds and cleanup and restoration of disturbed areas resulting from the drilling operations.

#### 1.4 Permits and Licenses

The Contractor shall be responsible for obtaining any and all necessary State and local permits, licenses, and fees (e.g. drilling permits, certifications) that may be required by law to perform the work defined in these specifications.

#### 1.5 Physical Condition of Personnel

The Contractor is informed that the wearing of personal protective clothing and respiratory equipment places far more physical stress on an individual than would be experienced under normal working conditions. Therefore, the Contractor's field personnel should be individuals in good physical condition and without prior serious health problems that may be aggravated by the performance of this work. A medical certificate is required for all site workers prior to start of work. The Contractor will be responsible for the cost of the medical exam. EI reserves the right or request, at any time, replacement of any individual employed or retained by the Contractor who, in EI's opinion, cannot function under these stressful working conditions. No additional compensation shall be due to the Contractor for delays or expenses incurred by the Contractor or additional personnel training as a result of such request.

#### 1.6 Equipment Protection and Security

The Contractor is responsible for providing any and all security measures required to protect equipment and material at the site. These costs shall be reflected in the mobilization and demobilization cost.

#### 1.7 Pre-Work Meeting

A meeting will be held with the Contractor prior to commencement of site activities (typically at the project site on the first day of work). The scope of work, materials, specifications, and equipment requirements will be reviewed. In addition, EI will provide a health and safety training session for all subcontractor personnel commensurate with the extent and nature of project site contamination. The Contractor should include the cost of this pre-work meeting, estimated at about four (4) hours duration, in the mobilization and demobilization cost.

#### 1.8 Decontamination

This item will include all costs for cleaning and decontamination of personnel, drilling tools, and samplers, and other related equipment as required in Exhibit I. All materials and equipment necessary for cleaning and decontamination shall be included in the Mobilization and Demobilization lump sum cost.



## 2.0 SOIL DRILLING

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The unit prices for borings shall be full compensation for all materials, equipment, and labor required to drill the borings to the required depths as described in Exhibit I. The cost for furnishing and pumping drilling fluids (as necessary), drilling tool or bit wear and/or loss, or for any redrilling required to maintain an open borehole will be included in the unit cost. The Subcontractor will be responsible for segregating cuttings from onsite storage and restoring drill sites to pre-disturbance conditions. It may be necessary to containerize and store drill cuttings and/or spent drilling fluids. Associated costs for these services should appear under Item 8 of the price quoted on form (contaminated materials collection and handling). Backfilling boreholes with cuttings should be included in the drilling price.

The unit of measurement for drilling will be the linear foot. The quantity to be paid will be the number of linear feet drilled as measured from the ground surface and accepted by the EI Representative at the boring locations. This item will include the furnishing of a drilling log as outlined in Exhibit I.

## 3.0 SOIL SAMPLING

### 3.1 Split-Spoon/Shelby Tube Sampling

These items will be paid on a cost per sample basis. The Contractor will be responsible for sample acquisition, sample containers, packaging, and labeling.

Split-spoon sampling will be performed in accordance with the ASTM Standard Method for Penetration Test and Split-Barrel Sampling of Soils (ASTM: D 1586).

Thin-walled tube sampling will be performed in accordance with ASTM Standard Method D1587.

## 4.0 MONITORING WELLS

The Subcontractor will be reimbursed on a per foot basis for well construction. This work includes well casing and screen placement, setting of the well screen, packing and sealing, grouting and backfilling of the borehole, and setting of permanent casing.

## 5.0 WELL DEVELOPMENT

The Contractor will be paid on an hourly basis. Included will be all labor, materials and equipment as stipulated in Exhibit I. The Contractor will be reimbursed on a unit hourly basis to the nearest quarter hour.

## 6.0 ADDITIONAL ITEMS

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### 6.1 Bulldozer

The Contractor will be paid on an hourly basis for the use of a bulldozer (including operator). The EI representative will determine when and if dozer work is required.

### 6.2 Backhoe

The Contractor will be paid on an hourly basis for the use of a backhoe (including operator). The EI representative will determine when and if backhoe work is required.

## 7.0 CONTAMINATED MATERIALS COLLECTION AND HANDLING

The labor unit price for this item will include all work associated with collection, transport, and onsite storage of contaminated materials produced during drilling including the containerration of contaminated material, if appropriate. Labor under this item will be paid on an hourly basis, to the nearest quarter hour.

## 8.0 STANDBY TIME

The unit of measurement for standby time will be the hour. The quantity to be paid will be the number of hours, measured to the nearest quarter hour, that the Contractor is prevented from performing productive work for reasons other than his/her doing.

No payment will be made for time when the drill rigs and/or crew are out of production due to equipment failures or lack of materials and/or equipment to perform the specified work. No payment will be made for lost time due to inclement weather, utility clearances, or traffic control.

## 9.0 UNIDENTIFIED ITEMS

From time to time throughout the project, miscellaneous additional items may be identified. This item will reimburse the Contractor for the actual costs incurred plus the percent markup quoted.

ATTACHMENT 1B TO EXHIBIT I  
PRICE QUOTATION FORMProject Name Saad Waste OilRFQ # 3 70 69190499

Name of Contractor \_\_\_\_\_

Signature and Title \_\_\_\_\_

ITEM	DESCRIPTION	QUANTITY	EI EST. PRICE (\$)	ITEM PRICE (\$)
1.0	MOBILIZATION/DEMOBILIZATION	1 LS	Lump Sum	_____
2.0	SOIL DRILLING			
2.1	Minimum 4" Diameter Level C	300 FT	_____/LF	_____
2.2	Minimum 8" Diameter Level C	150 FT	_____/LF	_____
2.3	Minimum 4" Diameter Level D	300 FT	_____/LF	_____
3.0	SOIL SAMPLING			
3.1	Continuous Sampling Level C	300 FT	_____/LF	_____
3.2	Continuous Sampling Level D	300 FT	_____/LF	_____
3.3	Split Barrel Samples Level C	20 LS	_____/EACH	_____
3.4	Split Barrel Samples Level D	20 LS	_____/EACH	_____
4.0	MONITORING WELLS			
4.1	4" PVC Casing Level C	90 FT	_____/LF	_____
4.2	4" PVC Screen Level C	60 FT	_____/LF	_____
4.3	6 ft, 6" Steel Casing w/Locking Caps Level C	3 LS	_____/EACH	_____
5.0	WELL DEVELOPMENT Level C	6 HR	_____/HR	_____
6.0	ADDITIONAL ITEMS			
7.1	Bulldozer Level C	5 HR	_____/HR	_____
	Level D	5 HR	_____/HR	_____
7.2	Backhoe Level C	5 HR	_____/HR	_____
	Level D	5 HR	_____/HR	_____
7.0	CONTAMINATED MATERIALS COLLECTION/HANDLING			
8.1	Labor Level C	20 HR	_____/HR	_____
8.2	55-gallon Drums	30 DM	_____/HR	_____
8.0	STANDBY TIME	4 HR	_____/HR	_____
9.0	UNIDENTIFIED ITEMS			
	Percent markup for labor/ materials:			% _____

TOTAL OF ITEMS 1.0 - 9.0:  
rd/7189D:0160D

ATTACHMENT 10  
TO EXHIBIT I

## PRICE QUOTATION FORM

Project Name Saad Waste OilRFQ # 3 70 69190499

Name of Contractor \_\_\_\_\_

Signature and Title \_\_\_\_\_

Contingency Costs for Increased Levels of Protection.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE (\$)</u> <u>LEVEL B</u>
2.0	SOIL DRILLING	
	MIN. 4" DIAMETER	_____/LF
	MIN. 8" DIAMETER	_____/LF
3.0	SOIL SAMPLING	_____/LF
	CONTINUOUS SAMPLES	_____/LF
	SPLIT BARREL SAMPLES	_____/EA
4.0	MONITORING WELLS	_____/LF
	4" PVC CASING	_____/LF
	4" PVC SCREEN	_____/LF
5.0	WELL DEVELOPMENT	_____/HR
6.0	ADDITIONAL/ITEMS	
	BULLDOZER	_____/HR
	BACKHOE	_____/HR
7.0	CONTAMINATED MATERIALS HANDLING	
	LABOR	_____/HR

NOTE: Levels of protection are described in Part B of Exhibit I.

ATTACHMENTEXHIBIT II

This Exhibit consists of Part I entitled "Section H-Special Contract Requirements" and Part II entitled "Contract Clauses" which are incorporated by reference and form an integral part of this Subcontract Agreement between Enviresponse, Inc. and Subcontractor.

Where the below listed terms appear in this Exhibit, such terms shall be meant to refer to those corresponding terms, as set forth below unless the context of the clause clearly precludes such interpretation, and the applicable term shall apply.

<u>Exhibit Terms</u>	<u>Applicable Terms for This Agreement</u>
"Contract"	This Purchase Order
"Contractor"	Subcontractor
"Contracting Officer"	The Contract Representative of EI and/or EPA.
"Government"	The government of the United States of America as represented by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference  
(FAR 52.252-002) (APR 1984)

This contract incorporates the following clauses by reference. The clauses that are applicable to this contract are checked with an "X" in the left column. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) are identified with prefix "52" in the provision number. Clauses from the Environmental Protection Agency Acquisition Regulation are identified with the prefix "1552" in the clause number.

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
X 1552. 227-071	Rights in Data - General (APR 1984)
— 1552. 227-071	Rights in Data - General (Alternate I) (APR 1984)
— 1552. 227-072	Rights in Data Special Works (APR 1984)
— 1552. 227-073	Rights in Data - Existing Works (APR 1984)
— 1552. 227-074	Additional Data Requirements (APR 1984)
— 1552. 227-075	Data Development under Small Business Innovative Research (SBIR) Contracts (APR 1984)

H.2 Organizational Conflicts of Interest  
(EPAAR 1552.209.71) (APR 1984)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - EI may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, EI may terminate the contract for default, and the Government may debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law of this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

H.3 Paperwork Reduction Act (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.4 Fabrication or Acquisition of Nonexpendable Property  
(EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.5 Printing  
(EPAAR 1552.208-70) (APR 1984)

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 3/4 by 14 1/4 inches, will not be deemed to be printing.

H.6 Screening Business Information for Claims of Confidentiality  
(EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### H.7 Treatment of Confidential Business Information (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.



(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

H.8 Technical Direction (EPAAR 1552.237-71)  
(Apr. 1984)

(a) The Project Officer will provide technical direction on contract performance. Technical direction includes:

(1) Direction to the Contractor which assists him in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(b) Technical direction must be within the contract Statement of Work. The Project Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.

(c) Technical direction will be issued in writing by the Project Officer or confirmed by him in writing within five (5) calendar days after verbal issuance.

H.9 Consultant Services and Consent (EPAAR  
1552.237-73) (Apr. 1984)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

H.10 Government-Contractor Relationships

(A) The Contractor understands and agrees that the services to be delivered under this contract by the Contractor are non-personal services and parties recognized and agree that no employer-employee or master-servant relationship exist or will exist under this contract. It is, therefore, in the best interest of the Government to afford both parties a full and complete understanding of their respective obligations.

(B) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are employed by a Government Office or under the supervision, direction, or evaluation of a Government Employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or personnel of other contractors, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements which are issued by the U.S. Environmental Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal service contract.

EXHIBIT IIPART II - CONTRACT CLAUSES**I.1 Clauses Incorporated by Reference-Cost-Reimbursement Services Contract (FAR 52.252-002) (Apr. 1984)**

This contract incorporates the following clauses by reference. The clauses that are applicable to this contract are checked with an "X" in the left column. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) are identified with the prefix "52" in the clause number. Clauses from the Environmental Protection Agency Acquisition Regulation are identified with the prefix "1552" in the clause number.

	<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
X	52. 202-001	Definitions (APR 1984).
X	52. 203-001	Officials Not to Benefit (APR 1984).
X	52. 203-003	Gratuities (APR 1984).
X	52. 203-005	Covenant Against Contingent Fees (APR 1984).
_____	52. 204-001	Approval of Contract (APR 1984).
_____	52. 204-002	Security Requirements (APR 1984).
_____	52. 207-003	Right of First Refusal of Employment (APR 1984).
_____	52. 210-005	New Material (APR 1984).
_____	52. 210-007	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984).
X	52. 212-013	Stop-Work Order (APR 1984).
X	52. 212-013	Stop-Work Order (APR 1984). Alternate I (APR 1984).
X	52. 215-001	Examination of Records by Comptroller General (APR 1984).
X	52. 215-002	Audit-Negotiation (APR 1984).
_____	52. 215-021	Changes or Additions to Make-or-Buy Program (APR 1984).
_____	52. 215-021	Changes or Additions to Make-or-Buy Program (APR 1984). Alternate II (APR 1984).
X	52. 215-022	Price Reduction for Defective Cost or Pricing Data (APR 1984).
_____	52. 215-023	Price Reduction for Defective Cost or Pricing Data-Modifications (APR 1984).
X	52. 215-024	Subcontractor Cost or Pricing Data (APR 1984).
_____	52. 215-025	Subcontractor Cost or Pricing Data-Modifications (APR 1984).
_____	52. 215-030	Facilities Capital Cost of Money (APR 1984).
X	52. 215-031	Waiver of Facilities Capital Cost of Money (APR 1984).
X	52. 216-007	Allowable Cost and Payment (APR 1984).
_____	52. 216-008	Fixed-Fee (APR 1984).
_____	52. 216-011	Cost Contract-No Fee (APR 1984)

_____	52. 216-012	Cost-Sharing Contract-No Fee (APR 1984).
=====	52. 216-026	Payments of Allowable Costs Before Definitization (APR 1984).
_____	52. 217-008	Option to Extend Services (APR 1984).
X _____	52. 219-008	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984).
X	52. 219-009	Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984).
X	52. 219-013	Utilization of Women-Owned Small Businesses (APR 1984).
X	52. 220-003	Utilization of Labor Surplus Area Concerns (APR 1984).
X	52. 220-004	Labor Surplus Area Subcontracting Program (APR 1984).
X	52. 222-001	Notice to the Government of Labor Disputes (APR 1984).
X	52. 222-003	Convict Labor (APR 1984).
_____	52. 222-020	Walsh-Healey Public Contracts Act (APR 1984)
X _____	52. 222-026	Equal Opportunity (APR 1984).
X	52. 222-028	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984).
X	52. 222-035	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984).
X	52. 222-036	Affirmative Action for Handicapped Workers (APR 1984).
_____	52. 222-041	Service Contract Act of 1965 (APR 1984).
X _____	52. 223-002	Clean Air and Water (APR 1984).
X	52. 223-003	Hazardous Material Identification and Material Safety Data (APR 1984).
_____	52. 224-001	Privacy Act Notification (APR 1984).
=====	52. 224-002	Privacy Act (APR 1984).
_____	52. 225-003	Buy American Act-Supplies (APR 1984).
X _____	52. 227-001	Authorization and Consent (APR 1984).
X	52. 227-002	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984).
_____	52. 227-008	Reporting of Royalties (Foreign) (APR 1984).
=====	52. 227-010	Filing of Patent Applications - Classified Subject Matter (APR 1984).
_____	52. 228-002	Additional Bond Security (APR 1984).
=====	52. 228-007	Insurance-Liability to Third Persons (APR 1984).
=====	52. 228-007	Insurance-Liability to Third Persons (APR 1984).
_____	52. 228-007	Alternate I (APR 1984).
_____	52. 228-007	Insurance-Liability to Third Persons (APR 1984).
_____	52. 228-007	Alternate II (APR 1984).
X	52. 230-003	Cost Accounting Standards (APR 1984)
X	52. 230-004	Administration of Cost Accounting Standards (Apr 1984)
_____	52. 230-005	Disclosure and Consistence of Cost Accounting Practices (APR 1984)
X	52. 232-009	Limitation on Withholding of Payments (APR 1984)
X	52. 232-017	Interest (APR 1984)
X	52. 232-018	Availability of Funds (APR 1984)
X	52. 232-020	Limitation of Cost (APR 1984)
X	52. 232-022	Limitation of Funds (APR 1984)

X	52. 232-023	Assignment of Claims (APR 1984)
_____	52. 232-023	Assignment of Claims ALTERNATE I (APR 1984)
_____	52. 232-24	Prohibition of Assignment of Claims (APR 1984)
_____	52. 233-001	Disputes (APR 1984)
_____	52. 233-001	Disputes ALTERNATE I (APR 1984)
X	52. 237-002	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
X	52. 237-003	Continuity of Services (APR 1984)
X	52. 242-001	Notice of Intent to Disallow Costs (APR 1984)
_____	52. 242-010	F.O.B. Origin - Government Bill of Lading or Prepaid Postage (APR 1984)
_____	52. 242-011	F.O.B. Origin - Government Bills of Lading or Indicia Mail (APR 1984).
X	52. 243-002	Changes - Cost Reimbursement ALTERNATE I (APR 1984)
_____	52. 243-002	Changes - Cost Reimbursement ALTERNATE II (APR 1984)
_____	52. 243-006	Change Order Accounting (APR 1984)
X	52. 244-002	Subcontracts Under Cost Reimbursement and Letter Contracts (APR 1984)
X	52. 244-005	Competition in Subcontracting (APR 1984)
X	52. 245-001	Property Records (APR 1984)
X	52. 245-005	Government Property (Cost-Reimbursement, Time and Materials, or Labor Hour Contracts) (APR 1984)
X	52. 245-018	Special Test Equipment (APR 1984)
X	52. 245-019	Government Property Furnished "As Is" (APR 1984)
_____	52. 246-003	Inspection of Supplies - Cost Reimbursement (APR 1984)
X	52. 246-005	Inspection of Services - Cost Reimbursement (APR 1984)
X	52. 246-025	Limitation of Liability - Services (APR 1984)
X	52. 249-006	Termination (Cost Reimbursement) (APR 1984)
_____	52. 249-006	Termination (Cost Reimbursement) ALTERNATE II (APR 1984)
X	52. 249-014	Excusable Delays (APR 1984)
X	52. 251-001	Government Supply Sources (APR 1984)
_____	52. 251-002	Interagency Motor Pool Vehicles and Related Services (APR 1984)

## SCHEDULE OF TERMS AND CONDITIONS

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1. **CONTRACT:** This purchase order is expressly limited to and made conditional on the Seller's acceptance of and assent to the terms and conditions set forth herein. The contract between Purchaser and Seller consists of the terms written on the face hereof, these printed terms and conditions, the detailed specifications and drawings, if any, in the event of conflict between the terms written on the face hereof and these printed terms and conditions, the terms written on the face hereof shall prevail. Except as provided in the preceding sentence, it is a condition of the contract that provisions printed or otherwise contained in any quotation, acknowledgement, shipping document or other instrument which are inconsistent with or in addition to the terms and conditions of this purchase order shall be of no force or effect. The contract as described above contains the entire agreement between Purchaser and Seller, which agreement shall not be modified orally by failure of either party to enforce its right hereunder.
2. **CHANGES:** Purchaser shall have the right from time to time by written notice, without notice to Seller's sureties, to make changes in or addition to the instructions, drawings, or specifications for the items to be supplied under this order and Seller agrees to comply with such change notices which shall become a part of the contract. If such changes cause an increase or decrease in the cost or time required for performance, an equitable adjustment in the price and delivery schedule shall be made.
3. **INSPECTION:** Except as to items purchased from stock, items supplied hereunder and materials and components incorporated therein shall be subject to inspection at Purchaser's option by Purchaser or its designee during and after manufacture. Items purchased from stock shall be subject to inspection before final acceptance. Neither inspection nor failure to inspect or reject nonconforming goods shall relieve Seller of responsibility with respect to items supplied hereunder or imply acceptance thereof.
4. **WARRANTY:** Seller warrants to Purchaser and its Customer that each item furnished hereunder and any component part thereof will be in conformity with the specifications in all respects, new unless otherwise specified, of the best quality of its respective kind, free from faulty workmanship, material or design, except to the extent furnished by Purchaser or its Customer, and sufficient to fulfill any operating conditions specified by Purchaser. All labor and/or field work shall be completed in a workmanlike manner and free of defects, errors and/or omissions.  
  
Seller shall replace or repair any item or component part thereof found not to be in conformity with the preceding paragraph. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of notice, Purchaser or its Customer may undertake or complete such replacement or repair for Seller's account.
5. **PATENT INDEMNITY:** As to any item, the design for which is not supplied by Purchaser or its Customer, Seller shall defend any action brought against Purchaser or its Customer based upon a claim that such item infringes any patent and shall pay damages, cost and expense including attorney's fees in connection therewith if use of any such items is enjoined. Seller shall at its expense, either procure the right to continue the use of said item, modify it so it becomes non-infringing or remove said item and refund the purchase price and cost of transportation and installation thereof.
6. **ASSIGNMENT AND SUBCONTRACTING:** Neither this order nor any rights, obligations or monies due hereunder are assignable or transferable (as security to advances or otherwise) without Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, Seller shall not subcontract any major portion of the work encompassed by this order without Purchaser's prior written approval. Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.
7. **PROPRIETARY RIGHTS:** If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by Purchaser or its Customer, such items shall not be reproduced except with the approval of Purchaser or its Customer and all drawings, photographs, data and other written material or information supplied in connection therewith shall at all times remain the property of Purchaser or its Customer and be returned promptly upon written request.
8. **TERMINATION:**
  - (a) **Default.** Purchaser may terminate this order or any part thereof by written notice if Seller fails to make deliveries or complete performance of services within the time specified or in accordance with agreed schedules, unless such failure be due to acts of God, strike, or other causes beyond Seller's control, or Seller fails to comply with the terms and conditions of this order and does not cure such failure within a period of 10 days after written notice thereof, or Seller makes an assignment for the benefit of creditors, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors. Should Purchaser elect to terminate for default in accord with this paragraph, Purchaser may take possession of all or any of the items to be supplied hereunder in Seller's possession, without regard to stage of completion and may complete such items for Seller's account, or may manufacture or procure items similar to those to be supplied hereunder and charge any excess cost or expense occasioned by Seller's default to Seller's account. In all events, Purchaser shall not be liable to Seller or anyone claiming through or under Seller for any portion of the cost or price of any items Purchaser elects to accept following notice of termination.
  - (b) **Purchaser's convenience.** Purchaser may terminate this order for its convenience in whole or in part by written notice to Seller. In the event of such termination, Seller may claim its reasonable costs incurred prior to the effective date of termination plus a reasonable allowance for profit, all to be determined in accordance with generally accepted accounting procedures, provided, however, that the total sum payable upon termination shall not exceed the order price reduced by payments previously made. If it appears that Seller would have sustained a loss on the entire order had it been completed, no profit shall be allowed. As to partially completed work or raw material included in Seller's costs, Seller shall hold the same for disposition in accordance with Purchaser's instructions.
9. **COMPLIANCE WITH LAW:** Items supplied or services rendered by Seller under this order must comply with the Occupational Safety and Health Act of 1970 and the standards promulgated thereunder, if applicable, as well as with all other applicable Federal, State and local laws and regulations. Seller agrees to indemnify and save Purchaser and its Customer harmless from all expense to Purchaser and its Customer by reason of Seller's failure to comply therewith. This order and all matter relating thereto shall be governed by the law of the State of New Jersey.
10. **INSURANCE/INDEMNITIES:** To the fullest extent allowable under applicable law, Seller shall hold harmless, defend and indemnify Purchaser and its Customer from and against all losses, damages, demands, claims, suits and other liabilities, including counsel fees, other expenses of litigation and all matters in connection with the negligence or willful misconduct of Purchaser.  
  
Until all obligations and liabilities of Seller under this purchase order have been completed, Seller shall maintain the following minimum insurance coverage:
  - (a) Workers Compensation and Employers Liability Insurance including coverage under applicable Longshoremen's, Harborworkers and Defense Base Act.
  - (b) Comprehensive General Liability Insurance with minimum limits of \$1 Million per occurrence. Such policy shall contain contractual liability coverage for at least one year of products-completed operations coverage.
  - (c) Comprehensive Automobile Liability Insurance with minimum limits of \$1 Million per occurrence.
  - (d) All policies specified in a, b, and c shall contain provisions waiving any and all of the insurer's rights of subrogation in favor of Purchaser and its Customer.
  - (e) Seller shall deliver to Purchaser Certificates of Insurance outlining the coverages specified above and any renewals thereof. Such Certificates shall be provided that Purchaser be advised of any change or cancellation of any of the policies at least thirty (30) days prior to the effective date of such change or cancellation.

PLEASE CHECK THE BLOCKS WHICH ARE APPROPRIATE FOR YOUR BUSINESS

TYPE OF BUSINESS

☐ MANUFACTURER

PRODUCT \_\_\_\_\_

☐ EMPLOYMENT SERVICES

☐ TEMPORARY

☐ PERMANENT

☐ RETAIL SALES

PRODUCTS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ OTHER \_\_\_\_\_

☐ CONTRACTOR

☐ PLUMBING

☐ ELECTRICAL

☐ MASONRY

☐ CONCRETE

☐ PAINTING

☐ EXCAVATING

☐ OTHER \_\_\_\_\_

LIST TYPE

NUMBER OF EMPLOYEES (TOTAL FOR ALL LOCATIONS)

☐ 250 or LESS

☐ 250 - 500

☐ 500 - 1,000

☐ 1,000 - 1,500

☐ 1,500 - above

ANNUAL SALES (CONTRACTORS SHOULD USE AVERAGE SALES OVER 3 YEARS)

☐ \$2M or LESS

☐ \$2M - \$2.5 M

☐ \$2.5M - 5M

☐ 5M or ABOVE

BUSINESS OWNED BY\* (SEE DEFINITIONS)

☐ WOMEN

☐ SOCIALLY AND ECONOMICALLY DISADVANTAGED

☐ MINORITIES

BUSINESS DEFINITIONS

**WOMAN OWNED** - A BUSINESS THAT IS 51% OWNED BY A WOMAN OR WOMEN WHO ALSO CONTROL AND OPERATE.

**SOCIALLY AND ECONOMICALLY DISADVANTAGED**

A BUSINESS THAT IS 51% OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED OR 51% OF THE STOCK IS OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS.

**MINORITY OWNED** - AT LEAST 50% OWNED BY A

MINORITY GROUP OR IF PUBLICLY OWNED AT LEAST 51% OF THE STOCK IS OWNED BY MINORITY GROUP MEMBERS.

COMPANY NAME \_\_\_\_\_

SIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE COMPLETE FORM AND RETURN TO  
FW ENVIRESPONSE, INC. IN ENCLOSED ENVELOPE

Ken

17 7 0040

HNO - Vinyl Chloride -  
ship

4 people to b.i.d

TAT:

SAMPLING

Munday - Auto Skimmer

Ewigle \$600

- Vinyl Chloride - ?

VLATILE STONE 1034 - 9.8 -

- SPREAD SAFET ON SAAD

- 16 - 23 -

SURVEY

- Fed. Report - 3 weeks - 1 month

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